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SURFACE TRANSPORTATION BOARD

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October 5, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease Amendment, dated as of June 30, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document extends the term of the lease in the Memorandum of Railcar Lease Agreement previously filed with the Board under Recordation Number 27342.

The name and address of the party to the enclosed document are:

Lessor: Compass Rail XIV Corporation (as successor to
Compass Rail IV Corporation)
750 Battery Street, Suite 430
San Francisco, California 94111

Lessee: Penford Products Co.
1001 First Street S.W.
Cedar Rapids, Iowa 52404

Section Chief
October 5, 2010
Page 2

A description of the railroad equipment covered by the enclosed document is:

22 hopper railcars: PENX 3000 - PENX 3021.

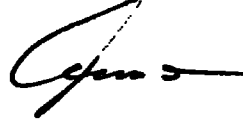
A short summary of the document to appear in the index is:

Memorandum of Lease.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal stroke extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

OCT 08 '10 -2 00 PM

MEMORANDUM OF LEASE AMENDMENT

As of June 30, 2010

SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF LEASE AMENDMENT is intended to evidence the amendment to that certain Railcar Lease Agreement dated as of January 3, 2008, between COMPASS RAIL XIV CORPORATION (as successor to Compass Rail IV Corporation), 750 Battery Street, Suite 430, San Francisco, CA 94111 ("Lessor") and PENFORD CORPORATION with offices at 1001 First Street S.W. Cedar Rapids, Iowa 52404 ("Lessee"). Pursuant to the Lease and Rider 1 thereto as amended, Lessor has leased to Lessee twenty-two (22) 1995 ACF Industries-built PD hopper cars, 5,001 cubic foot capacity, 263 Gross Rail Load, bearing car marks PENX 3000-3021 inclusive (each a "Railcar" and together the "Railcars"). A Memorandum of Railcar Lease Agreement has been filed with the Surface Transportation Board on January 9, 2008 under Recordation No. 27342.

The Term of the Lease has been extended to expire December 31, 2010.

This Memorandum of Lease Amendment is executed for the purpose of releasing any and all railcars from the Lease and any amendments thereto and is without prejudice to any other continuing rights and obligations of the parties under the Lease and any amendments thereto. This Memorandum of Lease is entered into for the purpose of satisfying the requirements of recordation with the United States Department of Transportation Surface Transportation Board ("STB") under 49 U.S.C. Section 11301 and with the Registrar General of Canada under applicable law.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Lease Amendment to be duly executed all as of the date first above written, and the undersigned hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below their signatures.

<u>Lessor:</u> Compass Rail XIV Corporation By <u>Ben J. Assaf</u> Title <u>Executive Vice President</u>	<u>Lessee:</u> Penford Corporation By <u>Timothy Kalamy</u> Title <u>President</u>
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For Lessor:

I certify that I hold the title set forth above, that this instrument was signed on behalf of the Lessor by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Lessor. I further declare under penalty of perjury under the law of the United States of America that the foregoing is true and correct.

Ben J. Assaf

For Lessee:

I certify that I hold the title set forth above, that this instrument was signed on behalf of the Lessee by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Lessee. I further declare under penalty of perjury under the law of the United States of America that the foregoing is true and correct.
